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*Attorneys for Plaintiff  
The W.W. Williams Company, LLC*

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

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THE W.W. WILLIAMS COMPANY, LLC, Case No.: 2:17-cv-01410  
a Delaware limited liability company,

Plaintiff,

**ORDER GRANTING  
PRELIMINARY INJUNCTION**

v.

JOSEPH REZA, an individual; and TOTAL  
CARE MAINTENANCE, LLC, a Nevada  
limited liability company; DOES 1 through  
10

Defendants.

Presently before the Court is the matter of *W.W. Williams Company, LLC v. Reza et al.*,  
Case No. 2:17-cv-01410-JCM-PAL.

Plaintiff The W.W. Williams Company, LLC (“Plaintiff”) has filed a Motion for  
Preliminary Injunction pursuant to Federal Rule of Civil Procedure 65, the Nevada Uniform Trade  
Secrets Act (NRS 600.040), and the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1836) on May  
18, 2017. Plaintiff alleges that Defendants Joseph Reza (“Reza”) and Total Care Maintenance,  
LLC (“TCM” and collectively, with Reza, “Defendants”) are using Plaintiff’s misappropriated  
trade secret and confidential information to solicit Plaintiff’s customers. Plaintiff further alleges  
that Reza is Plaintiff’s former employee and is using Plaintiff’s trade secret and confidential

1 information, soliciting Plaintiff's customers, and competing with Plaintiff in breach of Reza's  
2 Proprietary Information Protection Agreement ("Agreement") with Plaintiff. Defendants deny all  
3 of Plaintiff's claims. Defendants filed an Opposition on June 5, 2017, and Plaintiff filed a Reply  
4 on June 8, 2017. The Court held a hearing on June 12, 2017 at 1:00 p.m. where Plaintiff and  
5 Defendants were both represented by counsel.

6 Having considered the pleadings and papers on file herein, including the parties'  
7 supporting declarations, and the arguments of counsel at hearing, the Court finds and concludes  
8 as follows:

- 9 • Plaintiff is likely to succeed in showing that Defendants misappropriated and used  
10 Plaintiff's trade secret and confidential information to solicit Plaintiff's customers, and  
11 that Defendants have refused to cease their conduct;
- 12 • Plaintiff is likely to succeed in showing that Reza breached the Agreement in failing to  
13 return Plaintiff's confidential information and destroy any copies thereof, and by soliciting  
14 Plaintiff's customers, and has refused to cease his conduct;
- 15 • Plaintiff is likely to succeed in showing that Defendants intentionally interfered with  
16 Plaintiff's contractual relationships with its customers and employee;
- 17 • The use of Plaintiff's trade secret and confidential information will result in immediate  
18 and irreparable injury to Plaintiff in the form of loss of income, loss of goodwill, loss of  
19 property interest in the information, and damage to Plaintiff's relationships with its  
20 customers;
- 21 • Continuing actions in breach of the Agreement will result in immediate and irreparable  
22 injury to Plaintiff in the form of loss of income, loss of goodwill, loss of property interest  
23 in Plaintiff's confidential information, and damage to Plaintiff's relationships with its  
24 customers and employees;
- 25 • These injuries are difficult to quantify or reasonably ascertain and monetary damages at  
26 law are inadequate;
- 27 • The harm to Plaintiff in denying the requested preliminary injunction outweighs the  
28 potential harm to the legitimate interests of Defendants from granting such an order;

- The public interest is served in granting the requested preliminary injunction; and
- It appears to the Court that Defendants are using Plaintiff's confidential information and soliciting Plaintiff's customers and will continue to carry out such acts unless restrained by Order of the Court.

Accordingly,

**IT IS HEREBY ORDERED** that Plaintiff's Motion for Preliminary Injunction (ECF No. 9) be, and the same hereby is, **GRANTED** consistent with the following.

**IT IS FURTHER ORDERED** that Defendants, their agents, servants, employees, confederates, attorneys, and any person acting in concert or participation with them, or having knowledge of this Order by personal service or otherwise, be, and hereby are, immediately and preliminarily enjoined from:

- (1) indirectly or directly soliciting Plaintiff's customers;
- (2) indirectly or directly soliciting Plaintiff's employees;
- (3) using or disclosing plaintiff's property, confidential information, or any reproduction or copy of the same in any format;
- (4) transferring, moving, returning, destroying or otherwise disposing of any of plaintiff's confidential information, property, or any reproduction or copy of the same in any format in their possession;

**IT IS FURTHER ORDERED** that a bond in the amount of \$1,000.00, which Plaintiff has already posted, is adequate security for the payment of such costs and damages as may be incurred or suffered by Defendants if they are found to be wrongfully enjoined; and

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DATED September 20, 2017.

James C. Mahan  
UNITED STATES DISTRICT JUDGE

McDONALD CARANO LLP

*Attorneys for Plaintiff*  
*The W.W. Williams Company, LLC*